



**Ngaita v County Government of Meru (Environment & Land Case  
E006 of 2023) [2024] KEELC 5732 (KLR) (31 July 2024) (Judgment)**

Neutral citation: [2024] KEELC 5732 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT MERU  
ENVIRONMENT & LAND CASE E006 OF 2023**

**CK NZILI, J**

**JULY 31, 2024**

**BETWEEN**

**AMOS GITAU NGAITA ..... PLAINTIFF**

**AND**

**COUNTY GOVERNMENT OF MERU ..... DEFENDANT**

**JUDGMENT**

1. The plaintiff approached this court with a plaint dated 16.10.2023, seeking damages against the defendant for trespass to his parcel of land title L.R No. Timau/Timau Block 6 (Antu Ba Mwituu)/150 hiving off a portion of it purportedly to expand a village road from 6 meters to 9 meters and destruction of his ki-apple live fence, mature trees, iron sheet and barbed wire assessed at Kshs.2,227,050/=.
2. The plaintiff prayed for:
  - a. A declaration that the encroachment, trespass onto and expropriation of his portion of land to expand a rural road amounted to constructive compulsory acquisition of land, which power the defendant does not possess.
  - b. Special damages of Kshs.2,227,050/=
  - c. General and exemplary damage for trespass loss of use, mesne profits, and violation of his rights with impunity.
  - d. Restitution of a portion measuring approximately 0.0285 ha.
  - e. Permanent injunction.
3. At the trial, Amos Gitau N. Gaita testified as PW 1 and adopted a witness statement dated 16.10.2023 as his evidence in chief. He told the court that he was the registered owner of title No. Timau/Timau/Block 6 (Antu Ba Mwituu)/150 measuring approximately 0.3362 ha since 2010 where he has



- constructed a homestead, planted trees crops and undertaken other farming activities, which is adjacent to a public road measuring approximately 6 meters as per the registry index map.
4. PW 1 told the court that his land used to be fenced all around with iron sheets, posts, bottle brush, cedar, and Ki-apple, serving as security to his homestead. On or about 10.8.2023, PW 1 told the court that the defendant's agents, without any notice, forcefully and riotously invaded a portion of his land, hived it off and started expanding the public road, which amounted to the compulsory acquisition of private land. As a result, PW 1 told the court that there was wanton destruction of his iron sheets, mature cedar trees, fencing posts, crops, and ki-apple fence, hence exposing his homestead to security threats and risks. Further, PW 1 said that the defendant's agents have continuously been invading his land, pulling down his boundary features, including beacons, water pipes, and crops, and have deposited unwanted debris, soil and mud on his land without his consent, permission from authority or justification hence causing permanent and irreparable damage to the suit land. PW 1 told the court that he had suffered loss as per the valuation report, mental anguish and stress, for he has since 10.8.2023, become a watchman to guard his homestead at night.
  5. In addition, PW 1 told the court that he made a report to the defendant's department in charge of road and infrastructure but the officers therein continued to act with impunity, 13 years after the new Constitution of Kenya 2010. Similarly, PW 1 said that he made a report to the Commission of Administrative Justice (CAJ) vide who, upon receiving his letter on 28.8.2023, wrote to the defendant on 8.9.2023 that elicited no remedial action or stoppage of the acts of trespass and destruction.
  6. PW 1 termed the acts of the defendant as a violation of his rights to own property, constructive compulsory acquisition without following due process, acting without authority or power to acquire his land, deprivation of use of his land, acts done without public participation has caused the definition of his land size, value, including its aesthetic quality.
  7. Additionally, PW 1 told the court that he was entitled to fair administrative action that was expeditious, efficient, lawful, reasonable and procedurally fair, more so since he was entitled to quiet and peaceful possession of his land and compensation before any such acquisition. PW 1 relied on a copy of his title deed, official search, certificate, registry index map, photographs, surveyors report, valuers report, invoice and receipt, letter to C.A.J reply from the C.A.J, letter to the Assistant County Commissioner as P. Exh No's. 1-6, PMFI 6 & 7 and P. Exh No's 8-11, respectively. He denied that the land taken up for road expansion was part of the road reserve. Similarly, PW 1 denied willingly surrendering his land for road expansion following a purported public participation exercise involving all the neighbors to the public access road. Whereas the plaintiff acknowledged attending two public meetings on 14.6.2023 and 8.8.2023, he denied that it was out of resolution in those meetings that the defendant was authorized by neighbors to the public road to expand the width of the road.
  8. Peter Gathiru, a land surveyor, testified as PW 2 and produced before the court a surveyor report dated 7.10.2023 and receipt as an P. Exh No's. 6 & 7. PW 2 told the court that he relied on the registry index map to ascertain the measurement of the access road at 6 ½ meters in width. According to PW 2, the plaintiff's land measuring 0.3362 ha had been encroached to the extent of 0.0285 ha.
  9. The defendant opposed the suit through a statement of defense dated 15.4.2024. In contrast, the defendant, while admitting that the plaintiff was the registered owner of title L.R No. Timau/Timau/Block 6 (Antu Ba- Mwituu)/150, disputed the measurements of the land until a comprehensive survey of the said property was conducted. The defendant admitted that its agents entered into the plaintiff's property to survey the road reserve already set up, which the plaintiff had encroached on. Further, the defendants averred that it was not obligated to issue any notices as the road reserve did not belong to the plaintiff, and, therefore, the conditions of compulsory acquisition did not apply.



10. The defendant denied destroying any properties and averred that if any properties were ever destroyed, the same was not on the plaintiff's property but on the road reserve to which it had every right to clear the area for expansion of the road; hence, it did not require any consent to undertake such justified or legal action. Therefore, the defendant averred that the plaintiff was not entitled to any form of compensation for the alleged special damages as its agent acted within the laid-out legal parameters.
11. Izaak M. Zachari testified as D.W. 1 and relied on a witness statement dated 12.6.2024 as his evidence in chief. D.W. 1 produced as exhibits; minutes for a public baraza meetings on 20.2.2020, 8.8.2023, and 14.6.2023, a list of attendees and photographs taken during the said meetings as D. Exh No. 1-5 (a) – (f). DW 1 told the court that the main agenda in the said meetings was the road expansion within the Antu Ba Mwituu area. He further stated that the plaintiff was among the land owners who attended the meeting and committed themselves to removing any developments on the road reserves after an assistant chief gave the villagers a notice.
12. In cross-examination, DW 1 told the court that the access road was 6 meters wide, and therefore, all those present during the meeting agreed to have the road expanded from 6-9 meters wide. D.W. 1 was unable to produce as exhibit any individual agreements by the land owners surrendering part of their land parcel measuring approximately 1.5 meters on each side for road expansion.
13. DW1 stated that by expanding the road, it was not true that the defendant encroached on private land belonging to the plaintiff or anyone else. He said that the initial road was 0.5 meters in width other than the minutes and that he had no other reports for any alleged agreement on road expansion with the residents of the Antu Ba Mwituu area. However, DW 1 admitted that P. Exh No. (6) and (7) had not reflected the road measurements after it was expanded.
14. Further, DW 1 told the court that while the registry index map showed the road size as 6 meters, the excess of 1.5 meters on each side of the road arose out of agreements between the defendant and the land owners in the area.
15. Again, DW 1 stated that through public participation, the local community agreed with the defendant to expand the sizes of road networks in the area and their size from 6 to 9 meters, following the passing of a law to that effect by the County Assembly of Meru.
16. DW 1 stated that the National Land Commission was not involved in acquiring the land for the road construction from the plaintiff other than officials from the defendant's Department of Physical Planning. Similarly, D.W. 1 was unable to confirm if the road expansion was gazetted or captured in the title register for the affected parcel of land.
17. Additionally, he that the plaintiff was among the members of the public who attended the public participation meetings and consented to the road expansion. He also acknowledged that none of the land owners whose parcels of land were affected by the road expansion received any form of compensation from the defendant. DW 1 confirmed that there were no written requests for surrender of the land made to the affected parcels of land owners by the National Land Commission.
18. Similarly, DW 1 told the court that he had no report showing the extent of the road expansion. His evidence was that the defendant had its way of undertaking its road works and in this case, it acted upon the consensus by members of the local community to have roads in the area expanded from 6 to 9 meters. As to D. Exh No. 5 (a-f), DW 1 was unable to ascertain the date that they were taken by the area chief using his mobile phone. However, he admitted that a certificate of electronic evidence did not accompany the photographs as per the *Evidence Act*.



19. D.W. 1 denied that the defendant encroached onto and developed any property belonging to the plaintiff when it undertook the road expansion works. He insisted that the plaintiff had been notified to remove all his developments that were erected on a road reserve, as shown in P. Exh No. 4 (a – m).
20. The plaintiff relied on written submissions dated 12.7.2024. Relying on issues for determination dated 6.5.2024, the plaintiff submitted that he had proved ownership of the suit land, which the defendant has also admitted in paragraph 2 of the defense, save for its size.
21. The plaintiff submitted that as per P. Exh No. 1 & 2, his title deed was protected by Section 26 (1) of the *Land Registration Act*. As to encroachment, the plaintiff submitted that the defendant has not disputed expanding the road network from 6-9 meters, yet the initial road as per the Registry Index Map (P. Exh No. (3) was 6 meters. The plaintiff submitted that by purporting to expand the road width as pleaded by the defendants and testified by DW 1, a public participation exercise without the involvement of its National Land Commission to acquire private land rendered the whole exercise illegal and contrary to Sections 107 – 133 of the *Land Act* 2012.
22. Further, the plaintiff submitted that the entry or encroachment of his land without compensation or consent was illegal and contrary to Article 40 (1) of *the Constitution*. Reliance was placed on AG vs Zinj Ltd (Petition No. 1 of 2020 (2021) KESC 23 (K.L.R.) 3<sup>rd</sup> December 2021 KESC 23 (Judgment) and Kiplimo Tigoï Kapkelei vs County Government of Nandi (2022) eKLR.
23. The plaintiff submitted that the entry destruction and continuous trespass were done without notice, consent or authority and hence remain forceful, riotous and amount to constructive compulsory acquisition of a portion of his land as indicated in P. Exh No. (4) (a) – (m) (5) & (8).
24. Similarly, the plaintiff submitted that he has suffered loss as per paragraph 10 of the plaint, which has exposed him to loss as damage and breach of his constitutional rights to the Fair Administrative Act. On general damages, the plaintiff submitted that the acts of the defendant amount to trespass under the *Trespass Act* (Cap 294). Reliance was placed on Maina Kabuchina vs Gachuma Gacheru (2018) eKLR and Philip Ayaya Aluchio vs Chrispin Ngayo (2014) eKLR.
25. Regarding the valuation of his property, the plaintiff submitted that though he has not valued the same, the value of restoration has been quantified in the valuation report as Kshs.1,260,000/= and the trespass has been on for 11 months. The plaintiff sought Kshs.500,000/= as nominal damages. Reliance was placed on Stephen Makau Kanyia vs Wilson Njeru Wega & others (2021) eKLR.
26. As to the loss of user and mesne profits, the plaintiff submitted that on special damages which had not been pleaded the claim was to be marked abandoned. Reliance was placed on Kenya Hotel Properties Ltd vs Willesden Investment Ltd (2009) eKLR.
27. On exemplary damages, the plaintiff submitted that the same damage is awarded when the defendant's willful acts are malicious, violent, oppressive, fraudulent, wanton, or grossly reckless. Reliance was placed on Godfrey Julius Ndumba Mbogori & another vs Nairobi City Council (2018) eKLR and Obongo & another vs Municipal Council of Kisumu (1971) E.A 91. In this case, the plaintiff submitted that the conduct of the defendant was oppressive, arbitrary, unconstitutional, and contrary to Sections 107 and 133 of the *Land Act* and Article 40 of *the Constitution*. Guided by Obongo (supra), the plaintiff submitted that an award of Kshs.1,000,000/= was enough.
28. The issues calling for my determination are:
  - i. If the defendant's agents trespassed into the parcel of land.



- ii. If the defendant was justified in entering into and expanding a road covering a portion of the plaintiff's parcel of land.
  - iii. If the plaintiff is entitled to special, general and exemplary damages.
  - iv. What is the order as to costs?
29. Road networks in Kenya are governed inter-alia by the Public Road and Road of Access Act, (Cap 399). The Act categorizes two types of roads. A public road is defined by Section 2 thereof as any road which the public had a right to use immediately before the commencement of the act, all roads and through fares reserved for public use, and all proclaimed or reserved roads and through fares being or existing on any land sold or leased or otherwise held under East African [Land Registration Act](#), 1897, Crown [Land Act](#) 1902 or Government [Land Act](#) (Cap 250) repealed at any time before the commencement of the Act.
  30. Section 9 thereof, provides on how road of access is created especially where a parcel of land does not have reasonable access to a public road. Schedule 4 of [the Constitution](#) of Kenya vests county transport, including county roads, to the county governments. The primary responsibility for rural roads vests in the Kenya Rural Roads Authority established under Section 6 of the [Kenya Roads Act](#).
  31. In Kenya Rural Roads Authority vs Vipingo Ridge Ltd 7 others (Civil Appeal 18 of 2019 (2022) KECA 1089 (K.L.R.) (7<sup>th</sup> October 2022) (Judgment), the court observed the establishment of a public road and acquisition of land is regulated by statute. The court said that the classification of a public road under Section 47 and the First Schedule to the Road Act of 2007 can only be done after such conversion and dedication of a line of travel of a public road since the powers of classification are only granted and exercised about public roads. The court said that the justification of classification was through a gazette notice. Further, the court said that the second legal step required for the existence of a public road was a cadastral survey, to establish the existing property lines and to establish and mark and document the legal boundaries between the road and private land as per Sections 24 & 32 of the [Survey Act](#).
  32. In this suit, the plaintiff produced ownership documents and a report from a land surveyor showing that, based on a registry index map, his land was encroached upon by the defendant, who purported to expand an existing road from 6 to 9 meters. Section 23 of the Kenya Road Act provides that where an authority requires any land for its purpose under the Act, it may acquire the land through negotiation and agreement with the registered owner thereof.
  33. In Elizabeth Wambui Githinji & others vs Kenya Urban Roads Authority & others (2019) eKLR, the court said that the width of a road was a technical question that an ordinary purchaser of land next to a road would not comprehend, let alone be expected to know and in that case, maps and plans would show what the road reserve measurements were. The court observed that the process of compulsory acquisition has to be scrupulously and strictly followed as [the Constitution](#) and the law. See Commissioner of Land vs Coastal Aqua Cultural Civil Appeal 252 of 1996. The court cited Mutuma Angaine vs M'Marete M'Muronga Civil Appeal No. 123 of 2006, that it is trite law that when a person's property is forcefully acquired, the government must fully comply with the law and follow the laid down procedure strictly and meticulously.
  34. Section 14 of the Public Roads and the Road of Access Act provides that it shall be competent of the board for a sufficient cause to order the cancellation or alteration of the alignment of a road of access, provided due notice has been previously given to any person who might be affected by such an order.



35. In *Merry Beach Ltd vs A.G. & others* (2015) eKLR, the court observed that without amending a registry index map to reflect the subdivisions, any attempt to move and block the road that existed before the said subdivisions was done was illegal on the rights of petitioners to access his land. See also *Alexander Ngotho Ngunyi & another vs John Ngugi Gachau* (2016) eKLR.
36. In this suit, PW 1 & 2 were categorical that there was encroachment on private land by the defendant's agents or employees. Other than the uncertified minutes whose makers were not called to testify or produce them, the defendant was unable to produce any documentary evidence that it negotiated with and or lawfully acquired the pleaded portion of the plaintiff's land to expand a road of access. The defendant produced no county physical planner, land surveyor or road engineer's report to show that the plaintiff's developments were on a road reserve contrary to the registry index map produced by PW 2. See *Abdalla Ali Nassoro vs Wycliff Lukio and another* (2021) eKLR.
37. In this suit, it was the defendant who was asserting that it was justified in expanding the road and that the plaintiff's developments were on a road reserve. Once the plaintiff tendered a title deed, R.I.M's, and survey report, the evidential burden of proof shifted to the defendant to justify that there was a road reserve.
38. Under the Physical Land Use Planning Act, the defendant was mandated to issue a notice for any developments encroaching on a road reserve to be removed. Similarly, an enforcement notice was supposed to be served upon the plaintiff if he had erected any structures on a road reserve under the [Traffic Act](#).
39. In this suit, the plaintiff alleged encroachment on his land which was contrary to the registry index map, oppressive, arbitrary, unconstitutional, and malicious. He said that he was entitled to a notice or reasons for the intended action as per Article 47 of [the Constitution](#). The plaintiff urged the court to find the defendant liable for the loss and damage since there was no justification to encroach, destroy and continue using his portion of land without compensation.
40. Articles 40, 61 & 62 of [the Constitution](#) are clear on the conversion of land from private to public or community land. Conversion of private land to public use must be done within the law as provided by Sections 107 & 133 of the [Land Act](#). Denial of the plaintiff's right to ownership and enjoyment of his land must have been done as per Article 40 of [the Constitution](#). Taking his land in this day and age, if not in line with the law and [the Constitution](#), would amount to impunity. See *Arnacherry Limited vs AG* (2014) eKLR and *Patrick Musimba vs NLC* (2016) eKLR.
41. If the process of acquisition was not done in line with the law, the defendant would be guilty of trespass under Section 3(3) of the [Trespass Act](#) unless the defendant had complied with the law relating to the acquisition of private property, the plaintiff would be entitled to general damages. See *Bank of Baroda vs Timwood Production Ltd* (2008) eKLR, *Philip Ayaga Aluchio vs Chrispus Ngayo* (supra)
42. The defendant pleaded and testified that the plaintiff had agreed to surrender his land for a road expansion. Other than the minutes, there was no surrender agreement tendered before the court. There was no evidence tendered by the defendant to show that the plaintiff signed any transfer, surrender, or mutation forms for a portion of his land to be ceded for public use. An amended registry index map was not tendered as evidence to show that after the minutes of the alleged public participation, the land owners adjacent to the road in Antu Ba Mwituu area consented to the formal surrender of their respective parcels of land before the defendant could commence road works as per Section 112 of the [Land Act](#).
43. There was no evidence tendered to show that the National Land Commission, as the constitutionally mandated organ gazetted, the intended acquisition, initiated an inquiry and the determination of the



land owners likely to be affected by the intended acquisition of land for expansion of a road in line with Sections 7, 111, 112, 113 & 120 of the [Land Act](#).

44. In Eunice Grace Njambi Kamau & another vs A.G. & others (2013) eKLR, the court observed that Part VIII of the [Land Act](#) has an elaborate process and procedure to ensure that land acquired for public use is adequately documented and protected. In Virendra Ramji Gudka and others vs. A.G (2014) eKLR, the court observed that if there were no records of the acquisition at the land registry and or with the Director of surveyors, as well as a gazette notice for the intended acquisition alone, could not effectuate a compulsory acquisition.
45. In James Shikwati Shikuku vs County Government of Kakamega & others; Isaac Shivachi Mutoka & others (I.P.) eKLR, the court cited Horn vs Sunderland Corporation (1941) 2 K.B 26 and Ratcliffe vs. Evans (1892) OB 524, that compensation would not be equivalent to the compulsory sacrifice and that the character of the acts themselves which produce the damages and the circumstances under which those acts were done must regulate the degree of certainty and particularity with which the damages done ought to be stated and proved.
46. In this suit the defendant chose not to follow up the law in acquiring the plaintiff's land for public use. It cannot hide under the banner of public participation. The alleged public participation was not in compliance with Part VIII of the [Land Act](#). The land purportedly acquired did not vest in the defendant in that it could deal with private land as if it were public land. The registry index map was not readjusted to align with the new road with a width of 9 meters instead of 6 meters.
47. The exhibits by the defendant were neither certified nor authenticated by their makers. The exhibits lacked probative value or legality as to compliance with Sections 107 – 133 of the [Land Act](#) as read together with Article 40 (3) of [the Constitution](#). I find the defendant liable for trespass to the plaintiff's property without any justification in law.
48. As to prove of loss and damage, trespass once proved, is actionable per se. See Park Towers Ltd vs John Muthomi Njika & others (2014) eKLR. In Ajit Bbogal vs KPLC (2020) eKLR and M'Mkanya vs M'Mbijiwe (1984) KLR 761, the court held that in awarding exemplary damages, the court takes into account the defendant's motive, conduct and manner of committing the tort, whether the defendant acted with malevolence or spite or behaved in a high-handed manner. See Abdullhamad Ephraim Ahmed vs Municipal Council of Mombasa (2004) eKLR.
49. In Titus Gatitu Njuri vs Municipal Council of Eldoret (2015) eKLR, the court observed that exemplary damages might be awarded in two cases such as where there was oppression, arbitrary or unconstitutional action by servants of the government and secondly, where the defendant's conduct was calculated to procure him some benefit at the expense of the plaintiff. See also Obongo & another vs Municipal Council of Kisumu (supra).
50. In KPLC vs Ringera & others (Civil Appeal E247 & E248 of 2020 (Consolidated) 2022) KECA 104 (K.L.R.) (4<sup>th</sup> February 2022) (Judgment), the court found that the trial court was in order to consider the common law principles on the quantum of damages for continuing trespass and for compensation. The court cited Harysbury Law of England 4<sup>th</sup> Edition Vol. 45 on page 1503, that an owner of the land was entitled to nominal damages where there was actual damage occasioned to him by the trespass for a loss resulting from the damage caused and that exemplary damages were payable where the conduct by the defendant was oppressive and in deliberate disregard of the owner's right to his land with the intention of deriving a gain accompanied by aggravating circumstances to the detriment of the owner.
51. Further, the court cited Duncan Nderitu Ndegwa vs Kenya Pipeline Co. Ltd (2013) eKLR, that damages payable for trespass were the amount of diminution in value or the loss of reinstatement of the



land with the overriding principle being to put the claimant in a position he was prior to the infliction of the harm. Additionally, the court cited *Kiambu Dairy Farmers Co-op Society Ltd vs Rhoda Njeri and others* (2018) eKLR the extent of an award of compensating damages lies in the discretion of the trial court.

52. In this suit, the plaintiff has produced exhibits on the valuation of the loss and damage. The defendant has not challenged the valuation report with a rebuttal report. The defendant did not term the figures as unjust, unfair, exaggerated, or astronomical. The plaintiff told the court that the defendant left his homestead exposed to vandals and insecurity. The defendant did not produce before the court any land survey, cadastral maps and beacons to show that the plaintiff's developments were on land beyond what the plaintiff was entitled to as per the registry index map and in the title deed.
53. In *Francis Kamau Njoroge vs Cabinet Secretary Ministry of Public Service Youth and Gender Affairs & others* (2021) eKLR, there was no evidence, just like in the instant case of instructions from KERRA, that the road works were being done on its behalf. The court cited *Patrick Mugambi vs N.L.C. & others* (supra) that under Section 107 of the *Land Act*, N.L.C. may be prompted by the national and county government through the cabinet secretary or the county executive members to acquire land on their behalf.
54. In this suit, the county executive member did not feature anywhere to show that there was a need to acquire the plaintiff's land. Due diligence through reports by the relevant government agencies apart from the minutes were not shared with the court. The defendant took the law into their own hands and forcefully acquired the land, hence depriving the plaintiff of the right to use and enjoy his land.
55. An expert suitably qualified has assessed the special damages at Kshs.2,227,050/=. The defendant, as indicated above brought no rival report to conflict such an opinion. I find the opinion sound and cogent. See *Dhalay vs Republic* 1995 – 1998 E. A 29 and *C.K.K. Estate (1973) Ltd vs County Government of Kiambu* 17.11.2022. I find, guided by *Philip Aluchio vs Crispinus Ngayo* (supra), that the plaintiff is entitled to general damages for trespass. Nominal damages as submitted for Kshs.500,000/= are therefore awarded to him.
56. In *C.K.K. Estate (1973) Ltd vs County Government of Kiambu & another E.L.C. 96 of 2020 (2022) KLEC 14885 (K.L.R.)* (17<sup>th</sup> November 2022) (Judgment), the court observed that anything outside the law was an illegality for which the law frowns on. The court cited *Entick vs Carrington* (1765) that the law holds the property of every man so sacred that no man can set foot upon his neighbour's close without his leave. To deter respect, the court, over and above special and general damages, granted punitive and exemplary damages of Kshs.350,000/=. Therefore, I find that the plaintiff is entitled to punitive and exemplary damages of Kshs.500,000/=. Given that the plaintiff has proved ownership and encroachment on his land, he deserves an order of permanent injunction. Costs to the plaintiff.

**DATED, SIGNED, AND DELIVERED VIA MICROSOFT TEAMS/OPEN COURT AT MERU ON THIS 31<sup>st</sup> DAY OF JULY, 2024**

In presence of

C.A Kananu/Mukami

Chweya for the plaintiff

Mr. Kaaria for Mbaikyatta for the respondent

**HON. C K NZILI**

**JUDGE**

